

**AGREEMENT**

**between**

**CALHOUN COUNTY BOARD OF COMMISSIONERS**

**and**

**CALHOUN COUNTY SUPERVISORY EMPLOYEES,  
LOCAL NO. 2431, MICHIGAN COUNCIL #25,  
A.F.S.C.M.E., AFL-CIO**

**January 1, 2010 through December 31, 2012**

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## AGREEMENT

### PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

This agreement is effective the 1st day of January, 2010, by and between CALHOUN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer," and the CALHOUN COUNTY SUPERVISORY EMPLOYEES, LOCAL NO. 2431, affiliated with MICHIGAN COUNCIL #25, A.F.S.C.M.E., AFL-CIO, hereinafter referred to as the "Union."

### RECOGNITION

**Section 1.1. Collective Bargaining Unit.** Pursuant to Public Act 379 of 1965, as amended, the Employer recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees employed by the Employer in the following bargaining unit:

All full time supervisory employees employed by the Calhoun County Board of Commissioners, BUT EXCLUDING all Elected Officials, Department Heads, Department Directors, employees of the Circuit, District and Probate Courts, the Chief Assistant Prosecuting Attorney, the Deputy Clerk/Register, Deputy Drain Commissioner, Deputy Treasurer, employees of the Calhoun County Sheriff's Department, employees of the Calhoun County Health Department, confidential employees, and all non-supervisory employees.

### REPRESENTATION

**Section 2.1. Collective Bargaining Committee.** The Employer agrees to recognize not more than two (2) non-probationary employees covered by this Agreement as a Collective Bargaining Committee. Members of the Collective Bargaining Committee shall act in a representative capacity for the purpose of collective bargaining negotiations with the Employer. The Union shall, in advance of the Employer's recognition, furnish the employer in writing with the names of its Collective

Bargaining Committee members. The members of the Collective Bargaining Committee shall be compensated at their straight time regular rate of pay for all time actually lost from work during collective bargaining negotiations with the Employer. Such bargaining sessions shall normally commence during the County's usual business hours.

**Section 2.2. Stewards.**

(a) The Employer hereby agrees to recognize two (2) Stewards and two (2) Alternate Stewards, each of whom shall have one (1) year's seniority, to act as grievance representative under this Agreement, in addition to the Local Union President. Alternate Stewards may exercise the functions of a Steward under this Agreement only if the Steward for the particular work location is absent. It shall be the function of such individuals to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by the Agreement.

(b) The Union agrees that the Stewards and their alternates will continue to perform their regularly assigned duties and that their responsibilities as a Steward will not be used to avoid those duties. They shall act in a manner which will not disrupt nor interfere with the normal functions of the Employer. If it is necessary for a Steward or his alternate to temporarily leave his assignment to process a grievance, he shall first request permission of his immediate supervisor or Department Head, whichever is appropriate. In the event it is necessary for a Steward to remain on his job after a request to handle a grievance is made, the Steward shall be relieved to perform his representative duties as quickly thereafter as possible; both parties to this Agreement recognize a rule of reason must apply in this regard.

(c) The Employer agrees to compensate the Steward and his alternate at their straight time regular rate of pay for all reasonable time lost from their regularly scheduled working hours while processing a grievance in accordance with the Grievance Procedure.

**Section 2.3. Identification of Union Representatives.** The Union will furnish the Employer in writing with the names of its Stewards and all officials of the Union responsible for administering the Agreement and whatever changes may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the union with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

**UNION SECURITY**

**Section 3.1. Agency Shop.** As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0 shall, no later than thirty (30) days after the beginning of their employment with the Employer within the collective bargaining unit or thirty (30) days following the execution date of this Agreement, whichever is later, either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or, in the alternative, pay to the Union a service fee determined by the Union.

**Section 3.2. Payroll Deduction for Union Dues or Service Fees.**

(a) During the term of this Agreement, the Employer agrees to deduct or cause to be deducted periodic monthly Union dues or service fees from each employee covered by this Agreement who executes and files with the Employer a proper checkoff authorization form.

(b) Individual authorization forms shall be furnished or approved by the Union and, when executed, filed by it with the Human Resources Department.

(c) Deductions shall be made only in accordance with the provisions of the written authorization form, together with the provisions of this section. The following authorization form shall be used exclusively:

(d) A properly executed copy of the written authorization form for each employee for whom Union dues or the service fee to be deducted hereunder shall be delivered to the payroll office before any payroll deductions are made. Deductions shall be made thereafter only under the written authorization forms which have been properly executed are in effect. Any authorization form which lacks the employee's signature will be returned to the Union.

(e) Deductions shall commence with the first (1st) full payroll period in the calendar month following receipt of the checkoff authorization forms by the County Payroll Officer, provided the employee has sufficient net earnings to cover the dues or, when applicable, the service fee. Deductions for any calendar month shall be remitted to the Union's designated officer(s) no later than the twelfth (12th) day of each month.

(f) In cases in which a deduction is made which duplicates a payment already made to the Union, refunds to the employee will be made by the Union.

(g) The Union shall notify the Employer in writing of the proper amount of Union membership dues or the service fee required of all Union members and any subsequent changes in such amounts. The Employer agrees to furnish the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted for each employee. The Employer shall also notify the Union of the names of those employees for whom deductions were not made and the reason(s) therefore.

(h) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions will be made until the matter is resolved.

(i) The Employer shall not be responsible for dues or payment of the service fee required of all Union members after an employee's employment relationship has been terminated or while an employee is on leave of absence or layoff status.



(j) The Employer shall not be liable to the Union or its members for any membership dues or service fee once such sums have been remitted to the Union.

(k) The employer's sole obligation under this section is limited to deduction of dues and, where applicable, service fees. If the Employer fails to deduct such amounts as required by this Section, it shall deduct such amounts upon discovery of the error but its earlier failure to do so shall not result in any financial obligation whatsoever.

**Section 3.3. PEOPLE Checkoff.** The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Section 3.4. Hold Harmless.** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability arising out of action taken by the Employer pursuant to Section 3.2 and/or Section 3.3 or from complying with requests for termination made by the Union under Section 3.1.

## **RIGHTS OF THE EMPLOYER**

### **Section 4.1. Rights.**

(a) Except as this Agreement otherwise specifically and expressly provides, the Employer retains the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to establish classification of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their locations; to adopt, modify, change, and alter its budget; to discontinue, combine, or reorganize any and all parts of its operation; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance, either in or out of Employer's facilities, including subcontracting, and in all respects to carry out the lawful, ordinary, and customary function of County Government. All such rights are vested exclusively in the Employer. Disputes under this subsection shall be subject to the Grievance Procedure established in this Agreement but shall not be subject to Arbitration.

(b) Except as this Agreement otherwise specifically and expressly provides, the Employer shall have the right to promote, demote, assign, transfer, suspend, discipline, discharge for just cause, lay off and recall personnel; to establish reasonable work rules and fix determined penalties for violations of such rules; to make judgments as to the ability and skill; to determine work loads; to establish and

change work schedules; and to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such they shall be subject to the Grievance and Arbitration Procedures established herein.

(c) The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by the Agreement. Further, nothing in this Agreement shall be taken as a dilution of the powers conferred by law upon any elected or appointed Department Head.

## **GRIEVANCE PROCEDURES**

**Section 5.1. Definition of Grievance.** For purposes of this Agreement, “grievance” means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement as written. Employees or the Union shall have the right to file grievances under the procedures established herein.

**Section 5.2. Grievance Procedure.** All grievances shall be processed in the following manner:

(a) Step 1. An employee with a grievance shall, within five (5) days following occurrence of the event upon which the grievance is based, discuss it with his Department Head or his designated representative with the object of resolving the matter informally. If requested, the employee’s Steward may be present. The Department Head shall give his verbal answer to the grievance within five (5) days following discussion of the grievance.

(b) Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing (in triplicate), stating the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, and specify the remedy sought. The grievance must be signed by the employee who is filing the grievance and may or may not be signed by a Union representative. It shall be the responsibility of the grievant to submit a copy of the grievance to the appropriate Steward. The grievance must be given to the appropriate Department Head within five (5) working days from the date of the receipt of the Department Head’s oral reply. A written answer to the grievance shall be given to the grievant within five (5) days after presentation of the written grievance. A copy of the answer shall be submitted to the Steward by the grievant.

(c) Step 3. If the reply to the grievance at the previous Step is not satisfactory, it may be appealed to the County Administrator/Controller or designee within ten (10) working days from the receipt of the Step 2 written reply. A meeting shall be held within twenty (20) days after the date of receipt of said written appeal. The Employer shall give its written answer to the grievance to the Local Union President within twenty (20) days following the meeting at this Step.

**Section 5.3. Expedited Disciplinary Grievances.** Any non-probationary employee discharged or given a disciplinary layoff shall be notified in writing immediately by the Employer, a copy of which shall be given to the Local Union President. Should an employee who has been discharged or given a disciplinary layoff consider such discipline to be improper, a written grievance shall, within five

(5) working days following receipt of written notice of disciplinary action by the affected employee, be filed initially at Step 2 of the Grievance Procedure. The parties will meet at the earliest possible date which is mutually convenient in an attempt to resolve the matter. If desired by either party, the disciplined employee shall be present. All grievances relating to the discharge or disciplinary suspension of an employee must be presented within the limits contained in this Section. Any grievance which is not presented within the time limits shall be considered to have been abandoned and no appeal shall be allowed. All other disciplinary grievances shall follow the normal grievance procedure.

**Section 5.4. Time Limitations.** The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or advance it to the next Step in a timely manner it shall be considered to be withdrawn. If the procedure is not followed by the Employer, the grievance shall automatically advance to the next Step, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

**Section 5.5. Time Computation.** In computing days under the Grievance Procedure, Saturdays, Sundays, and holidays recognized under this Agreement shall be excluded.

**Section 5.6. Grievance Resolution.** All grievances which are satisfactorily resolved at Steps 1 and 2 of the Grievance Procedures, if the grievance has economic implications, must be approved by the County Administrator/Controller or designee which is responsible for administering Step 3 of the Grievance Procedures before such grievance resolutions shall be final. The Local Union President shall be informed in writing of any grievances being considered by the Employer under the provisions of this section. A meeting concerning such grievances shall be held within twenty (20) days after the Local Union President's receipt of such notification. If the resolution of a grievance is disallowed, the Union may, if it desires, request arbitration in accordance with Section 6.1. If the grievance has economic implications over five hundred dollars (\$500.00) it must be approved by the County Administrator/Controller or designee.

**Section 5.7. Grievance Settlements.** With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the Employer and the Union of any grievance or other matter shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee or employees involved, and Employer. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedence for any further grievance.

**Section 5.8. Grievance Form.** The grievance forms shall be mutually agreed upon by the Employer and the Union.

**Section 5.9. Lost Time.** The employer agrees to pay for all reasonable time lost by an employee during his regularly scheduled working hours while presenting a grievance at Step 1 of the Grievance Procedure and at any other Step of the Procedure if he is required to be present. Lost time shall be compensated at the employee's straight time regular hourly rate of pay, however, the employer has the right to revoke this benefit if the privilege is being abused or the employee is placed on suspension.

## **ARBITRATION**

**Section 6.1. Arbitration Request.** The Union may request arbitration of any unresolved grievance by giving written notice to the Human Resources Department of its intent to arbitrate within twenty (20) days following receipt of the Employer's disposition in Step 3 of the Grievance Procedure. If the Employer fails to answer the grievance within the time limits set forth in Step 3, the Union, if it desires to seek arbitration, must notify the Human Resources Department no later than twenty (20) days following the date the Employer's Step 3 answer was due. The time limits for a request for arbitration may be extended by mutual agreement reduced to writing, provided the period of the extension is specified. If arbitration is not so requested within these time limits, the matter shall be considered withdrawn without prejudice by the Union.

**Section 6.2. Selection of Arbitrator.** If a timely request for arbitration is filed by the Union, the parties to this Agreement shall attempt to select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be chosen under the procedures of the American Arbitration Association, whose fees and expenses, as well as the fees for the American Arbitration Association, shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives, or legal counsel.

**Section 6.3. Arbitrator's Powers.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he have the power to change any classification, wage rate, to rule on any claim arising under an insurance policy or retirement claim or dispute, or to issue a ruling modifying any matter covered by a statute or ordinance. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement. If the issue of arbitrability is affirmatively decided, the arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining unit, provided his decision has been rendered in conformity with the jurisdiction accorded to him under this Agreement. Any award of the arbitrator shall not be retroactive any earlier than thirty (30) days prior to the time the grievance was first submitted in writing. Further, no claim for back wages under this Agreement shall exceed the amount of straight time earnings the employee would have otherwise earned by working for the Employer, less any and all compensation, including unemployment compensation, the employee has received from any other sources, except previously held part-time employment, overtime, and/or compensation received as a result of ownership.

## **SPECIAL CONFERENCES**

**Section 7.1. Special Conferences.** Special conferences for important matters will be arranged between the Union and the Employer or its designated representative upon the request of either party. Such meetings shall have equal representation from both the bargaining unit and management. Arrangement for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. The employee members of the Union shall not lose time for pay or time spent in such special conferences held during their regularly scheduled working hours. Special conferences shall normally commence during the County's usual business hours. The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference. The special conference may also be attended by non-employee representatives of the Union or Employer. It is expressly understood that by attending such conferences, neither party shall be obligated to negotiate, modify, or otherwise change the terms of this Agreement.

## **WORK STOPPAGES**

**Section 8.1. No Strike Pledge.** The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that during the term of this Agreement neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walkout, sympathy strike, picketing of the Employer's building, offices, or premises during regularly scheduled working hours, slowdown, sit-in, or stay away; nor shall there be any concerted failure by them to report to duty; nor shall they absent themselves from work, abstain, in whole or in part, from the full, faithful, and proper performance of their duties, or engage in any acts that interfere in any manner or to any degree with the services of the Employer. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's buildings or premises or at any other location where employees covered by this Agreement are expected to work.

**Section 8.2. Penalty.** Any employee who violates the provisions of Section 8.1 shall be subject to discipline by the Employer, up to and including discharge.

**Section 8.3. Lockout.** During the life of this Agreement, the Employer, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 8.1, agrees not to lock out any employees covered by this Agreement because of a labor dispute between bargaining unit employees and the Employer.

## **SENIORITY**

### **Section 9.1. Definition of Seniority.**

(a) AFSCME bargaining unit seniority shall be defined as the length of an employee's continuous service within the bargaining unit set forth in Section 1.1 from the most recent date of his/her entry into the AFSCME bargaining unit. This date is to be used for the purpose of layoff, recall, job bidding and paid time off scheduling.

(b) County seniority shall be defined as the length of an employee's continuous service within the County from the most recent date of hire. An employee who returns to the County after a separation of five (5) years or less shall have his or her previous full years of seniority reinstated after one (1) year of full-time continuous employment. Partial years of prior service shall not be credited. "Years" shall be calculated from anniversary date of hire and termination. This date is to be used for the purpose of longevity, paid time off accruals and 401(k).

(c) Classification seniority shall be defined as the length of an employee's service with his/her particular job title/description measured from the date of his/her initial entry into the classification. This definition shall not be applicable in situations where an employee is awarded a position in a different Department without changing his/her job title/description; in such instances, the employee's classification seniority in his/her new Department shall be deemed to be the date he/she first commenced work in the new Department.

(d) Part-time employees shall have their service adjusted to a full-time equivalent in order to conform to the definitions contained in subsections (a) and (b) of this Section. This calculation of County and classification seniority shall be accomplished by dividing the number of hours actually worked by the part time employees by 2,080 and adjusting the employee's County and classification seniority dates forward by the ratio achieved by the division.

(e) Employees who commence work on the same date shall be placed on the seniority list in alphabetical order by employee's last name.

(f) The application of seniority shall be limited to the preference and benefits specifically recited in this Agreement.

**Section 9.2. Probationary Period.** All new full time employees covered by this Agreement shall be considered probationary employees for a period of six (6) months, without regard to the number of hours worked within the six (6) month period, after which time their seniority shall relate back to their last date of hire within the bargaining unit set forth in Section 1.1. Until an employee has completed the probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure set forth in this Agreement. There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose

of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement.

**Section 9.3. Seniority and Benefit Accumulation.** All non-probationary employees covered by this Agreement shall continue to accumulate County, AFSCME, and classification seniority while on leaves of absence or layoffs for the purposes listed within seniority classifications. There will be no retroactive adjustment for leave of absences or layoffs.

**Section 9.4. Loss of Seniority.** An employee's seniority and his employment relationship with the Employer shall automatically terminate for any of the following reasons:

- (a) If he quits, retires, or receives a pension, including a disability pension from the Employer;
- (b) If he is terminated or discharged and the termination or discharge is not reversed through the procedures set forth in this Agreement;
- (c) If he is absent for any three (3) consecutive working dates unless an excuse acceptable to the Employer is presented;
- (d) If he fails to notify the Employer for three (3) consecutive working days that he will not be reporting to work, unless an excuse acceptable to the Employer is presented;
- (e) If he fails to return on the required date following an approved leave of absence, paid time off, or disciplinary layoff, unless an excuse acceptable to the Employer is presented;
- (f) If he has been on layoff status for more than one (1) year;
- (g) If he fails to report to work within ten (10) calendar days following notification of recall from layoff by certified mail, return receipt requested, sent to his last known address;
- (h) If he fails to inform the Employer within three (3) working days following receipt of notification of recall from layoff that he intends to return to work for the Employer;
- (i) If he makes a false material statement on his employment application or on an application for leave of absence;
- (j) If he has been on a leave of absence for a period of one (1) year or for a period equal to the length of his seniority at the time such leave commenced whichever is less;

**Section 9.5. Transfer to Non-bargaining Unit Position.** If an employee covered by this Agreement is or was in the past permanently transferred or promoted to a Non-bargaining unit position with the Employer he shall retain his seniority as of the date of the transfer or promotion

and he shall, for a period of six (6) months, continue to accumulate additional seniority within the bargaining unit set forth in this Agreement while he is in the Non-bargaining unit position.

**Section 9.6. Seniority List.** The Employer agrees to post and to submit a seniority list consisting of a current original hire date, position date, and seniority date to the Chief Steward by January 5<sup>th</sup> of each year. The seniority list shall be deemed to be correct for the purposes under this Agreement unless the Union contacts the Human Resources Department by January 30<sup>th</sup> of that year.

**Section 9.7. Job Posting.** Before filling a vacancy which occurs in a bargaining unit classification, or filling a new bargaining unit classification, the position shall be subject to bidding by unit members. Employees in the bargaining unit who apply for the position shall be granted a ten (10) working day trial period to determine; (1) his desire to remain on the job; and (2) his ability to perform the job. During the ten (10) working day trial period, the employee shall have the opportunity to revert back to his former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing. Nothing shall prevent a Department Head from selecting an employee outside the bargaining unit or outside County service who is deemed by him to be more qualified.

(a) Notices of vacancies occurring in the bargaining unit will be posted for a period of seven (7) working days. Interested non-probationary employees may bid for the vacancy by submitting a written Request to Bid or Transfer, on a form to be provided by the County, to the Human Resources Department no later than the end of the posting period. Employees will not be considered for any promotional vacancy unless they will be available for work in the vacant position on the date the position is to be filled.

(b) In filling a posted vacancy, the Department Head:

(1) shall determine that the candidate meets minimum qualifications specified in the established job description;

(2) shall evaluate the relative experience, knowledge and skill of bidding candidates;

(3) may review documents in candidates' County personnel files relating to attendance, discipline and performance evaluations conducted within the previous three (3) years, and job-related test scores;

(4) may conduct oral interviews and job-related testing in the screening process. Whenever oral interviews are to be utilized, prior notice shall be furnished in writing, or the posting itself may indicate that oral interviews will be required as part of the selection process. If a resume or new employment application is required, notice shall be given in a like manner.

(c) Where the above general qualifications are equal, employees with the greatest bargaining unit seniority shall be entitled to the position if it is awarded to a bargaining unit member.



(d) No employee will be permitted to seek another position through this procedure if he/she has been awarded another position within the preceding six (6) months as a result of an earlier award under this procedure; unless he/she is a part time employee seeking a full time position and did not bid from a full time to the part time position.

(e) The Department Head may assign an employee to fill the vacancy until the vacant position is awarded. Once a position is posted pursuant to this procedure, temporary assignments to that position, notwithstanding Section 16.5, or the continued employment of temporary employees for that position shall not exceed eight (8) weeks in duration.

(f) The Department Head may fill a vacancy from outside the bargaining unit whenever:

(1) there are no qualified bargaining unit employees who have submitted applications for the positions, or

(2) it is determined, after thoroughly reviewing the qualifications of unit members who bid for the position, and conducted interviews, that a better qualified candidate is available from outside the unit whose better qualifications can be documented and verified.

## **LAYOFF AND RECALL**

**Section 10.1 Layoff Procedure.** The Employer may layoff employees whenever it deems such action to be necessary. Whenever a reduction in the work force occurs, the following procedure shall be utilized.

Layoffs shall take place on a Departmental basis in accordance with an employee's bargaining unit seniority in the classification affected by the layoff. The first employees to be laid off in the affected classifications shall be probationary employees, followed by those employees with the least amount of seniority in such classification, provided, however, the senior employees retained presently have the necessary training, experience, qualifications, and skills and ability to perform the remaining required work. A non-probationary employee laid off from his classification shall, by utilizing his seniority within the bargaining unit, be reassigned by the Employer to displace the employee who possesses the least amount of seniority, within the bargaining unit, in an equal or lower rated classification within the same Department. The employee afforded this displacement right must presently have the necessary training, experience, qualifications, skill and ability to perform the work required. The employee shall be deemed qualified for the displacement right on the basis of meeting the minimum requirements existing in the job description prior to the emergence of the necessity for lay-off. A senior employee afforded this displacement right will be paid the salary rate for the equal or lower rated classification at the same progression Step he currently holds. Any employee who is eligible to exercise the displacement rights provided for in this subsection and who refuses to accept the reduction to a position paying no less than two-thirds (2/3) of the employees normal weekly wages shall be considered to have resigned from employment. There shall be no bumping between Departments.

**Section 10.2. Notification of Layoff.** Whenever possible, the Employer agrees to give fourteen (14) days advance notification of layoff by personal contact, telephone call, or written communication. The notification shall be confirmed in writing and either hand-delivered (showing proof that the employee had been served) or sent by certified mail to the employee's last known address. A copy of such notification shall be issued to the Local Union President. Whenever possible, the notification shall state the anticipated duration of the layoff.

**Section 10.3. Recall.** In the event the workforce is increased, recall to work shall be in reversed order of layoff from the classifications within the Department(s) affected by the recall, provided, however, the employee returning to work must not have lost his recall rights pursuant to Section 9.4.

**Section 10.4. Notification of Recall.** Notification of recall shall be by personal contact, telephone call, or written communication from the Department Head or his/her designee. The notification shall be confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Local Union President. The notice shall set forth the date the recalled employee is expected to return to work.

**Section 10.5. Super-Seniority.** During the period they hold such office, the Local Union President and Stewards shall be the last bargaining unit employees laid off from their classifications or their Departments and shall be the first bargaining unit employees to be recalled to their classifications within their Departments, provided such individuals possess the necessary skill and ability to perform the remaining required work. The preference set forth in this section shall apply only to layoff and recall and shall not be applicable to any alternate Steward(s). Among themselves, the Local Union President and Stewards shall be placed on the seniority list in their natural order of seniority.

**Section 10.6. Voluntary Layoff.**

(a) In the event that the Employer determines that layoffs are necessary, the Employer may offer bargaining unit employees the option of voluntary layoff. Voluntary layoff shall be for no less than one (1) week or more than thirty (30) days provided an employee on voluntary layoff may be recalled at any time. Employees on voluntary layoff shall not have benefits reduced, however, continuation of benefits shall be subject to the employee's payment of any required co-pay. Continuation of benefits shall be subject to the employee's payment of any required co-pay. Alternative layoff schedules of less than thirty (30) days may be implemented upon mutual agreement between Employer and employee.

(b) In the event that the Employer determines that layoffs are necessary, the Employer may offer bargaining unit employees the option of a voluntary reduction of work hours to circumvent a layoff or to reduce the number of laid-off employees. Employees can return to a normal schedule upon the giving of thirty (30) days written notice to the Employer. The Employer can return the employee to a normal schedule with 7 days notice. Employees on voluntary reduction of work hours, working

32 hours per week or more, shall not have benefits reduced. Continuation of benefits shall be subject to the employee's payment of any required co-pay. Voluntary reduction of work hours shall not last longer than six (6) months per employee per calendar year, unless mutually agreed between Employer and employee.

(c) In the event that more employees than necessary volunteer for layoff or reduction of hours, the most senior volunteers shall be granted the layoffs/reduction, provided the Employer shall not be obligated to grant a voluntary layoff/reduction request where remaining employees would not have the qualifications, certification and present ability to fully and properly perform the remaining required work.

## **HOURS OF WORK**

**Section 11.1. Normal Workweek and Workday.** The normal workweek and workday shall consist of five (5) consecutive eight (8) hour days, except in seven (7) day continuous operations, where eight (8) hour days need not be consecutive.

**Section 11.2. Workweek and Workday Definitions.** Any definition of an employee's normal workweek and workday stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per workweek or workday. The Employer will not reduce the number of hours in the normal workweek or workday on a permanent basis unless the parties have first met and negotiated concerning possible alternatives to such reduced work schedules.

**Section 11.3. Scheduling.** The Employer shall have the right to modify scheduling of the normal workweek/workday, on a departmental basis, to meet its need and the public it serves. It is understood that an employee's work schedule may be occasionally changed to meet the specific operating conditions for a short period of time. An employee will be notified, in writing, at least fourteen (14) calendar days prior to any permanent change in his work schedule.

**Section 11.4. Compensatory Time.** An employee covered by the Agreement shall receive premium pay at the rate of 1 ½ times her/his regular rate of pay in the event the employee has an accrued compensatory time balance of 40 hours at the time such employee earns in excess of 40 hours in the work week. Employees with an accrued compensatory time balance less than 40 hours shall receive compensatory time off at the rate of 1 and one-half (1-1/2) times their regular straight time hours for all hours earned in excess of forty (40) hours in any work week. Earned time shall include all time worked and paid time off, holiday, bereavement, and compensatory leave time. Compensatory time shall not accrue to more than forty (40) hours and the Employer reserves the right to schedule time off for the employee to liquidate or reduce accrued compensatory time. Upon termination, earned compensatory time will be paid at the one and one-half (1-1/2) rate at which it accrued.

**Section 11.5. Lunch Period.** All employees shall receive a non-paid one (1) hour lunch period. Lunch periods may be staggered to accommodate efficient operation.

**Section 11.6. Rest Periods.** Employees are allowed two (2) paid fifteen (15) minute rest periods per workday to be taken at the place(s) designated by the Employer during the time scheduled by the Employer to permit continuous and efficient operation.

## **LEAVES OF ABSENCE**

**Section 12.1. Procedure for Requesting Leaves.** Request for a leave of absence must be submitted in writing by the employee to his Department Head at least thirty (30) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence shall be furnished to the employee in writing by the Employer. Any request for an extension of a leave of absence must be submitted in writing to the Employer at least ten (10) days in advance, if possible, of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Employer.

**Section 12.2. Purpose of Leaves.** It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept permanent employment while on leaves of absence unless agreed to by the Employer. Acceptance of permanent employment or working for another employer without prior approval while on leave of absence may result in immediate termination of employment with the Employer. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

**Section 12.3. Early Returns from Leave.** There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence granted under this Agreement, unless the employee gives a written notice to the Employer of his desire to return to work prior to the expiration of his leave. If such notice is given, the employee will be assigned to work no later than one (1) week following receipt by the Employer of such notice, seniority permitting.

**Section 12.4. Active Military Leave.** A military leave of absence is subject to the Board of Commissioners policy on military leave to ensure that all State and Federal regulations are followed.

**Section 12.5. Bereavement Leave.** If a death occurs among a member of an employee's immediate family, the employee, at their discretion, will be excused from work up to a maximum of five (5) workdays with pay. Immediate family is defined as spouse, child, parent, mother-in-law, father-in-law, sister, brother, son-in-law, daughter-in-law, or step-relatives in the same degree. The term

“parent” includes any adult that cared for the employee as a child and was considered a guardian or in loco parentis.

Three (3) workdays with pay shall be allowed in the case of the death of a grandparent, grandchild, sister-in-law, or brother-in-law.

One (1) workday, the day of the funeral or memorial service, shall be allowed with pay, in the case of the death of an aunt, uncle, niece or nephew.

Upon approval of the County, additional days charged against PTO may be granted.

**Section 12.6. Jury Duty.** Employees serving on jury duty shall be granted administrative leave with pay and benefits for the time required to be present for jury duty. The Employee’s normal pay for the periods of jury service shall be reduced by the amount of pay received from the Court, or the Employee shall reimburse the County in the amount received from the Court. A jury stipend is not paid for current County Employees serving jury duty at the 37<sup>th</sup> Circuit Court or 10<sup>th</sup> District Court. In this case, Employees will receive their regular wages.

Proof of service and/or documentation of payment for serving on jury duty may be required for reimbursement.

**Section 12.7. Medical Certificates and Examinations.** Employees requesting a disability leave for sickness or injury or a continuation of such leave may be required to present a certificate of a physician showing the nature of such sickness or injury and the anticipated time off the job. In situations where an employee’s physical or mental condition reasonably raise a question as to the employee’s capabilities to perform his job, the Employer may require a medical examination, at its expense, and, if cause is found, require the employee to take or remain on a disability leave of absence. The Employer may require as a condition of any disability leave, regardless of duration, a medical certificate setting forth the reasons for the leave when there is a reason to believe the health or safety of personnel may be affected or that the employee is abusing such leave. Employees required to take a disability leave or to remain on disability leave following an examination by the Employer’s physician may, at their own expense, have an examination conducted by a physician of their own choice. If a medical conclusion of the two (2) physicians are dissimilar, the two (2) physicians shall select a third (3rd) physician to examine the employee, whose medical conclusions shall be binding. The two (2) immediately preceding sentences shall not apply in situations where a claim for benefits for such illness or disability may be made by the employee affected pursuant to either this Agreement or applicable law. Falsification of the medical certificate or falsely reporting or setting forth the reasons for the absence shall constitute just cause for discipline.

**Section 12.8. Personal Leave.** A Department Head may grant a non-probationary employee a leave without pay and without loss of employment status for a period of up to thirty (30) days. However, a leave of absence in excess of thirty (30) days shall require the additional approval of the Board of Commissioners.

**Section 12.9. Reserve Training Leave.** A reserve training leave of absence is subject to the Board of Commissioners policy on Military Leave to ensure that all State and Federal regulations are followed.

**Section 12.10. Union Leave.** One (1) member of the Union selected to attend a Union function shall be allowed time off not to exceed five (5) days per year without loss of seniority, but without pay, to attend said function.

**Section 12.11. Family and Medical Leave.** A family medical leave of absence is subject to the Board of Commissioners policy on Family Medical Leave to ensure that all State and Federal regulations are followed.

## **HOLIDAYS**

**Section 13.1. Recognized Holidays.** All full time employees shall receive eight (8) hours of pay at their straight time rate of pay, or pay for the number of hours normally scheduled to work if more or less than eight (8) hours, exclusive of all premiums, for each of the following holidays, provided they are otherwise eligible:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Good Friday afternoon only, commencing at noon  
(me too if full day is granted to other employees)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24 or the last workday before Christmas is celebrated pursuant to Sec. 13.3.
- Christmas Day
- December 31 or the last workday before New Year's Day is celebrated pursuant to Sec. 13.3.

**Section 13.2. Holiday Eligibility.** Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- (a) An employee who agrees to work on a holiday but fails to report for work shall not be entitled to holiday pay, unless an excuse acceptable to the Employer is presented;
- (b) The employee must have otherwise been scheduled to work on such day if it had not been observed as a holiday;
- (c) The employee must work on the Employer's last scheduled day before and the first scheduled day after the holiday unless an excuse acceptable to the Employer is presented;

- (d) The employee must not be on a leave of absence, layoff, or disciplinary suspension;
- (e) If a recognized holiday falls within an employee's regularly scheduled vacation he shall be entitled to an extra day of vacation which may be taken at the beginning or end of the scheduled vacation period, in lieu of holiday pay.

**Section 13.3. Holiday Celebration.** If a recognized holiday falls on a Sunday, the following Monday will be considered the recognized holiday for eligible employees. When a recognized holiday falls on a Saturday, the preceding Friday will be recognized as the Holiday. If a regular full time employee in a 24 hour program is normally scheduled to be off work on a holiday recognized under this Agreement, he shall receive an alternate day off within the same or the following pay period, or shall receive an additional day's pay in lieu of the time off.

**PAID TIME OFF**

**Section 14.1 Paid Time Off.** Effective pay period 1, 2005 all full-time employees will shift to Paid Time Off (PTO). This replaces the previous provisions of vacation and personal day accruals.

Regular full time employees will accrue PTO benefits in accordance with the following schedule for each full payroll period for which they have at least 80 hours of credited service (including hours actually worked and paid leave).

<u>Years of Service Required</u>	<u>Paid Time Off per pay period</u>
Start through fourth years	5.55 hours
Fifth through ninth years	7.09 hours
Tenth through fourteenth years	8.63 hours
Fifteenth and subsequent years	10.17 hours

Regular part time employees will accrue PTO benefits on a pro rata basis in accordance with their FTE for each full payroll period for which they have credited service equal to their regular schedule of hours.

There will be no further accrual of paid vacation or personal day benefits and an employee's accumulation of unused vacation and personal day benefits will be converted to PTO benefits pay period 1, 2005.

**Section 14.2. PTO Scheduling.** Any request to use PTO must be made to the employee's immediate supervisor as early as possible, unless an illness, injury or emergency exists which prevents giving the required notice. Illness, injury and emergency use of PTO may, upon reasonable request by the supervisor/Department Head, be made conditional upon the employee furnishing written documentation satisfactory to the Employer. Use of PTO will not be construed to relieve an employee of the responsibility to comply with the Employer's required procedures concerning notification of absence from work.

Consideration of employee preferences in scheduling non-emergency use of PTO will be given whenever possible and practical. However, non-emergency use of PTO will be at the discretion of the supervisor/department head and may be denied if the absence of the employee would unreasonably interfere with the efficient operations of the Employer or the Employer's obligations to the public. The Employer shall respond to the PTO request within a reasonable amount of time, but no more than fourteen (14) calendar days after the request is submitted.

The date the non-emergency use of PTO was requested and the employee's length of service may be criteria used for resolving scheduling conflicts when two or more employees request the non-emergency use of PTO for the same periods of time, provided that the request(s) was submitted with as much advance notice as possible.

On each employee's anniversary date, his/her unused PTO benefits up to a maximum of 288 hours may be carried forward into the following year. In order to facilitate establishment of the new PTO provisions, the carry-over limits shall not apply until December 31, 2006.

**Section 14.3. PTO Basis.** PTO will be paid at the straight time regular rate of pay an employee is earning at the time he takes PTO, excluding all premiums.

**Section 14.4. Benefits at Termination.** There shall be no PTO benefit payments upon an employee's termination during the probationary period or upon the employees termination for violation of law. In the event of resignation or retirement Employees are required to provide a two week written notice to the Employer. Failure to provide required notice due to resignation, retirement or termination for reasons other than violation of law, may result in forfeiting of one full day (8 hours) of otherwise payable PTO benefit for every day of insufficient notice. However, total payout shall not exceed the equivalent of 240 hours of regular pay. PTO benefits will be paid on the same basis as outlined in Section 14.3 of this Agreement. In the event of lay-off, an employee who still retains call-back rights on his anniversary date will be credited with the PTO benefits earned prior to the lay-off.

## **INSURANCE**

### **Section 15.1. Hospitalization Insurance.**

(a) The County agrees to maintain at least two group health benefit plans. At least one of the plans shall provide at least an 80%/20% benefit level for covered medical and hospitalization benefits together with prescription coverage with co-pays no higher than \$10 for generics, \$30 for brand name formulary medications, and \$50 for non-formulary medications (mail order co-pays may vary); provided, if the County has lower co-pays in any prescription plan available to any County-wide bargaining unit or the County non-union group, that prescription plan shall also be available to AFSCME employees on the same basis.



(b) On an annual basis, the County will adopt a baseline (standard) plan and will pay eighty-five (85) percent of the illustrated rate for the baseline plan offered to employees. Employees will be responsible for payment of fifteen (15) percent of the illustrative rate, plus the full incremental buy-up cost if the employee chooses to enroll in a more expensive plan. Should any County-wide bargaining unit or the County non-union group pay a premium amount less than fifteen (15) percent, employees in this bargaining unit shall be entitled to the same premium payment provided they are enrolled in that plan.

(c) Employees will be responsible for the full cost of family continuation and sponsored dependent coverage. This cost will be paid through a payroll deduction.

(d) Employees opting out of the health insurance plan will receive fifty dollars (\$50) per pay period. The amount per pay period will increase automatically if such an increase is approved by the Board of Commissioners. Part-time Employees are not eligible to receive an amount for opting out of the insurance.

(e) If the Employee and the Employee's spouse are both eligible to participate as Employees in group health plans funded by or through the County, the Employee and the Employee's spouse shall elect coverage under only one such plan. Coverage of the Employee, the Employee's spouse, and/or the Employee's dependents under two or more County health care plans shall not be permitted unless it is to the financial advantage of the County to permit such. If the Employee and the Employee's spouse fail to make an effective election within two (2) weeks after being requested to do so, the Employer shall have the right to elect the plan for the Employee(s). The covered spouse is not entitled to receive an opt out credit.

(f) Part-time Employees may participate in this insurance at their own cost through a payroll deduction.

(g) Enrollment forms shall be secured and filed with the County's Human Resource Department. Changes in elections may only occur during open enrollment or in the case of a qualifying event.

**Section 15.2. Dental Insurance.** During the term of this Agreement, the Employer agrees to pay the required premiums to continue in effect its current program of dental benefits for each full time employee, including dependent coverage, included within the bargaining unit. This coverage shall become effective the first (1st) day of the month following completion of sixty (60) continuous calendar days of employment with the Employer.

**Section 15.3. Sickness and Accident Insurance.**

(a) During the terms of this Agreement, the Employer shall obtain and pay the required premiums for a program of sickness and accident insurance benefits for full time employees covered by this Agreement. This coverage shall become effective the first (1st) workday following completion of sixty (60) calendar days of employment with the Employer. Employees who become totally disabled

and prevented by such disability from working for remuneration or profit and who are otherwise eligible under the insurer's regulations shall receive from the Employer's insurance carrier biweekly indemnity payments amounting to no more than two-thirds (2/3) of the employee's basic weekly earnings, to a maximum of \$1,050 per week. These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or the eighth (8th) day of disability due to sickness, for a period not to exceed twenty-six weeks for any one (1) period of disability nor more than twenty-six (26) weeks in any twelve (12) month period commencing with the date of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, Michigan's no-fault insurance, any worker's compensation, or any Employer contributed salary continuation program.

**Section 15.4. Term Life Insurance.** The county will pay the required premium for term life insurance in an amount equal to one (1) times the Employee's annual salary rounded down to the nearest thousand, but in no case more than Fifty Thousand Dollars (\$50,000) and a like amount for accidental death and dismemberment. At the age of 65, the benefit shall be reduced according to a schedule provided by the insurance carrier. All information such as salary and age is based on Employee information as of November 1<sup>st</sup> of the preceding year. This coverage shall become effective the first day of a policy month following completion of sixty (60) continuous calendar days of employment with the Employer.

As part of the Flexible Benefit package, an Employee may opt to elect a lesser insurance benefit and receive an opt out credit as determined by the Employer.

The Employee may have the ability to purchase supplemental insurance according to a schedule provided by the insurance carrier upon meeting the required qualifications based on Evidence of Insurability.

**Section 15.5. Vision Care Insurance.** During the term of this Agreement, the Employer agrees to offer and pay the required premiums for a vision care plan for each full time employee and their dependents within the bargaining unit. This coverage shall be effective the first (1st) day of the month following completion of thirty (30) continuous calendar days of employment with the Employer.

**Section 15.6. Provision of Insurance Plans.** No matter respecting the provisions of any of the mutually established insurance programs set forth in this Agreement shall be subject to the Grievance Procedure established under this Agreement.

**Section 15.7. Selection of Insurance Carriers.** The Employer reserves the right to select or change the insurance carriers providing benefits stated in Section 15.1 through Section 15.5, to become self-insured, either wholly or partially, and to select the administrator of such insurance programs, to institute cost containment measures, and to alter the means by which benefits are delivered, provided that the benefits provided under any new program are comparatively equal to the benefits provided under Sections 15.1 through Section 15.5. Before the Employer changes

insurance carrier(s), the Local Union President shall be advised in writing of the Employer's intent to change insurance carrier(s) and be provided with a copy of the new insurance plan or proposal. Prior to adopting a different insurance carrier, the Employer will schedule a Special Conference with the Union to discuss the change.

**Section 15.8. Continuation of Benefits.**

(a) Except with respect to those situations covered by this Section and Section 19.9, there shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff, retire, or are otherwise terminated beyond the month in which such layoff, leave of absence, retirement, or termination commenced or occurred.

(b) While a full time, non-probationary employee is on a medical leave of absence and is receiving benefit payments through the Employer's sickness and accident insurance carrier or is receiving compensation benefits pursuant to the Worker's Compensation Act, the Employer will continue to pay the required premiums for hospitalization insurance coverage, including dependent coverages, for that employee. The Employer's obligation under this subsection shall be limited to a period of up to six (6) months and, further shall not extend beyond the period when the employee is actually receiving benefit payments through the Employer's sickness and accident insurance carrier or is receiving compensation payments pursuant to the Worker's Compensation Act, whichever is shorter.

(c) Employees desiring to continue insurance coverage in situations not provided for by this Agreement may do so by paying the required premiums through the Human Resources Department if permissible under the regulations of the insurance carrier and if such continued coverage is permitted by the Employer.

**COMPENSATION**

**Section 16.1. Classifications and Hourly Rates.** For purposes of this Agreement, the classifications listed in Appendix A are assigned to the pay ranges indicated.

**Section 16.2. Hourly Rates.** The hourly rates set forth in Appendix A shall be in effect with the beginning of the first full pay period of the year specified for all employees included within the bargaining unit described in Section 1.1 who remain employed by the Employer on the date this Agreement is ratified by the Union, as follows:

2010: Effective beginning the first full Pay Period of 2010, add 1% across the board, plus \$0.25 per hour across the board for change to Employer's insurance contribution being fixed at 90% of designated standard plan.

2011: Effective beginning the first full Pay Period of 2011, add 1% across the board, plus \$0.25 per hour across the board for change to Employer's insurance contribution being fixed at 85% of designated standard plan (subject to re-opening with respect to the \$0.25 on conditions outlined in the following note):

NOTE: Twenty-Five cents (\$0.25) of the 2011 wage rate is dependent upon the occurrence of two events: (a) the County Board of Commissioners exercising its right to limit health care payments to 85% of the premiums and other costs for the County's designated standard health care plan in 2011; and (b) the total projected "per employee" costs for the County's designated standard health care plan in 2011 increasing no more than ten percent over the same measure of costs for 2010. If either of these events does not occur, the Employer may re-open negotiations as to wages to be paid in 2011 by giving written notice of reopening to the Union prior to the beginning of pay period 1 of 2011.

2012: Effective beginning the first full pay period of 2012, add a 1% increase across the board for all classifications.

Wage Reopener: If the County's general fund revenues for FY2010 are below FY 2009 as reported in the 2010 County Annual Financial Report, the Employer may request to re-open negotiations as to wages and benefits during 2011. If the County's general fund revenues for FY2011 are below FY 2010 as reported in the 2011 County Annual Financial Report, the Employer may request to re-open negotiations as to wages and benefits during 2012.

**Section 16.3. Advancement Within Pay Grades.**

(a) Each new employee covered by this Agreement shall initially be paid at the "Start" rate for the pay grade applicable to his classification, unless a different rate of pay is established pursuant to Section 16.4. Advancement to the next salary Step and all subsequent Steps shall be placed into effect upon completion of one (1) year of full service time at each Step.

(b) Full time employees who are awarded a position pursuant to Section 9.7 which has a higher-rated hourly maximum pay rate than the maximum hourly rate for their current classification shall initially be placed in the new pay grade which will result in a projected increase in pay for the ensuing twelve months of not less than One Thousand Dollars (\$1,000.00). Further advancements within the new pay grade will be based upon the employee's completion of the required service at each Step. An employee's date in position within his classification will be the date of his initial entry into the new classification, adjusted, if necessary, in accordance with Section 9.3.

(c) Full time employees who are awarded a position pursuant to Section 9.7 which has an equal or lower-rated hourly maximum pay rate than the maximum hourly rate for their current classification shall initially retain the same rate of pay they were earning immediately prior to the time they were awarded the new position. Any future advancements within the employer's wage scale will be governed by completion of the required service at each Step. An employee's date in position within his classification will be the date of his initial entry into the new classification.

**Section 16.4. Credit for Prior Experience.** With approval of the Board of Commissioners, employees hired with prior experience and/or training may be placed in the appropriate classification and given credit for service only if they have experience in excess of twenty-four (24) months to establish a pay scale but not of that beyond the twenty-four (24) month level. Once established in the scale, they shall be required to serve a period as regular employees in the line of progression to the next highest pay scale.

**Section 16.5. Temporary Assignment.** A temporary assignment shall be considered the movement of an employee to a position and responsibilities which carry a salary grade the maximum if which is higher than the employee's current salary grade, provided such temporary assignment is in excess of thirty (30) calendar days and the employee has been specifically designated by the Department Head or the Board as occupying the temporary assignment or as serving in an "acting" capacity. After thirty (30) days in such a temporary assignment the employee shall be paid at the higher rate as of the beginning date of the temporary assignment. That rate shall be the earliest step in the new range which will provide a projected pay increase for the ensuing twelve (12) months of not less than Three Hundred Dollars (\$300.00).

**Section 16.6. Reclassifications.** When an employee's classification is upgraded to reflect increased responsibilities, the employee shall be placed in the earliest Step in the new range which will provide a projected pay increase for the ensuing twelve (12) months of not less than One Thousand Dollars (\$1,000.00), or to a higher Step in the new range as recommended and approved by the County Administrator/Controller or designee. There shall be no change in the anniversary date of position and the employee will advance to the next Step in the pay range, if any, on that anniversary.

**Section 16.7. Promotions.** When an employee is promoted and the promotion results in the employee advancing to a new pay scale, the employee shall be placed in the earliest Step in the new range which will provide a projected pay increase for the ensuing twelve (12) months of not less than one thousand dollars (\$1,000.00), or to a higher Step in the new range as recommended and approved by the County Administrator/Controller or designee. The anniversary date of the employee will change to the effective date of the promotion and the employee will advance to the next Step in the pay range, if any, on that anniversary date.

**Section 16.8. Direct Deposit.** Employees are encouraged to make arrangements to be paid by direct deposit. Each Employee may annually designate up to five accounts into which direct deposits will be made each payroll period. Beginning Pay Period 1, 2005, all new hires will be required to be paid by direct deposit.

## **LONGEVITY**

**Section 17.1. Longevity Benefit.** Longevity benefits shall be determined on an employee's anniversary date of hire each year. All full time employees eligible to receive this benefit and who have completed a minimum of five (5) years' continuous service with the Employer shall receive

longevity benefits calculated on the basis of Seventy Five Dollars (\$75.00) for each full year of continuous service, provided, however, the maximum payment allowed under this Section shall be One Thousand Five Hundred Dollars (\$1,500.00). There shall be no pro rata longevity payment upon an employee's termination for any reason whatsoever.

**Section 17.2. Longevity Payments.** Longevity benefits shall be paid in the first (1st) full pay period following eligible employee's anniversary date of hire.

**Section 17.3. Longevity Eligibility.** Employees hired before ratification (3/31/05) of this agreement who are currently receiving longevity benefits with the County are eligible for longevity benefits. Employees hired after ratification of this agreement shall not be eligible for longevity benefits. County employees hired into this unit will be eligible for longevity benefits only if they were eligible for longevity benefits in their previous position.

## **RETIREMENT**

**Section 18.1. Retirement Plans.** All Employees with a FTE status of .5 or higher are eligible to participate in the retirement plans offered by Calhoun County as defined by and subject to the terms, conditions and limitations set forth in the Plans, as may be amended from time to time.

The obligations contained in this Policy are in substitution for and shall be deemed to constitute complete satisfaction and settlement of any obligations or liabilities which the Employer has or may have had at any time under any prior retirement program.

(a) **Calhoun County Defined Benefit Pension Plan.**

Bargaining unit employees hired on or after May 18, 2001, and those hired before that date who have made an authorized election to participate shall, as a condition of employment, participate in the Calhoun County Defined Benefit Pension Plan, as amended. The Employer's contributions to the Calhoun County Defined Benefit Pension Plan, as amended, on behalf of participants shall be 7.0% of their Compensation (as defined under the Plan), and each participating employee shall contribute any additional amounts required to fund the specified plan benefits on an actuarially determined basis. Normal retirement benefits shall be equal to 1% of final average compensation, multiplied by years of credited service (including any additional credited service purchased by the participant) for years ending before 2006; plus 2% of final average compensation, multiplied by years of credited service for years ending after 2005. All benefits shall be defined by and subject to the terms, conditions and limitations set forth in the Plan, as it may be amended from time to time. All forfeitures due to non vesting shall accrue to the Employer.

(b) Calhoun County 401k Savings Plan.

(1) During the term of this Agreement, bargaining unit employees hired prior to May 18, 2001, who elected not to participate in the Defined Benefit Pension Plan may continue to participate in the Calhoun County 401(k) Savings Plan, as amended, according to its terms, instead of participating in the Defined Benefit Pension Plan. The Employer's per pay period contribution on behalf of such employees shall be equal to each participating employee's contribution up to a maximum of seven percent (7%) of the employee's base wages. There shall be immediate vesting in all amounts contributed by the employee, and vesting in the amounts contributed by the Employer shall be according to a schedule of forty percent (40%) after two (2) full years of service, sixty percent (60%) after three (3) full years of service, eighty percent (80%) after four (4) full years of service, and one hundred percent (100%) after five (5) full years of service. For employees at less than a .5 FTE status, matching is made only after completion of at least 1,000 hours of service during the plan year.

(2) Bargaining unit employees participating in the Defined Benefit Pension Plan may also participate in the Calhoun County 401k Savings Plan, as amended, according to its terms, during the term of this Agreement. Contributions to the Employee's 401k shall be made bi-weekly by the Employee. The Employer shall have no obligation to make any contributions to the 401k on behalf of employees participating in the Defined Benefit Pension Plan.

All forfeitures due to non vesting shall accrue to the Employer.

(c) 457 Deferred Compensation Plan

All eligible Employees may participate in the 457 Deferred Compensation Plan.

**MISCELLANEOUS**

**Section 19.1. Address Changes.** All Employees shall promptly notify the Human Resources Department in writing of any change in name or address and, in any event, no later than ten (10) calendar days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his record for all purposes involving his employment.

**Section 19.2. Amendment of Agreement.** Upon mutual agreement, the Employer and the Union may amend, supplement, rescind, or otherwise alter this Agreement during its term. Any such change, however, shall not be effective unless it is reduced to writing and signed by duly authorized representatives of both the Employer and the Union.

**Section 19.3. Benefit Records.** All records regarding benefits under this Agreement are computed and credited on the basis of official County records on file with Human Resources. These records are those furnished to Human Resources on a periodic basis by the Department Head.

**Section 19.4. Captions.** The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

**Section 19.5. Closing of the County Building.** When it is deemed by the Employer to be necessary to close County Buildings or curtail services as a result of “Acts of God”, the determination shall be made by the Chairman of the Calhoun County Board of Commissioners or his designated representative. The Employer reserves the sole and exclusive right to determine whether County Buildings will be closed or services curtailed and to determine whether the employees will be compensated for time lost from work under this Section. If the Employer determines employees will not be compensated for time lost from work under this Section, the affected employees may elect:

- (1) to receive no compensation; or
- (2) to elect to receive compensation for time lost from work by use of their Paid Time Off. The Employer’s rights pursuant to this Section shall not be subject to the Grievance and Arbitration Procedures set forth in this Agreement.

**Section 19.6. Consolidation of Jobs.** The Employer agrees that any consolidation which results in elimination of jobs shall not be effected without special conference. The Employer also agrees that such consolidation of jobs will not be put into effect until fourteen (14) calendar days after a special conference is held between the Union and the Employer.

**Section 19.7. Education Allowance.** Tuition and fees for Employer approved, job related courses, successfully completed, at in-county (if possible) accredited educational institutions--not to exceed four hundred and fifty dollars (\$450.00) per County fiscal year--will be reimbursed upon proper documentation presented to Human Resources. In no event will the amount reimbursed or paid exceed the limit established by the Calhoun County Board of Commissioners.

**Section 19.8. Gender.** The masculine pronoun wherever used in this Agreement shall include the female pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.

**Section 19.9. Job Related Injuries.** If any employee is injured or becomes sick due to job related causes whereby he will be unable to work and is entitled to Worker’s Compensation benefits, he may, at his discretion, utilize accrued paid time off and accumulated compensatory time off in an amount sufficient to make up the difference between Worker’s Compensation benefits and his regular weekly income for a period of ninety (90) calendar days.

**Section 19.10. New Classifications.** Whenever the Employer establishes a new classification within the collective bargaining unit set forth in Section 1.1, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have fifteen (15) days from receipt of such notification to object to the assigned rate. If no objection is filed with the Human Resources Department within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and



the Union shall meet within thirty (30) days from the date of notice to negotiate any changes which might be required.

**Section 19.11. Payment at Death of Employee.** Wages and Paid Time Off benefits due to a deceased employee shall be paid in accordance with a primary and secondary beneficiary designation filed by the employee. In the absence of a valid beneficiary designation, payment shall be made pursuant to statute.

**Section 19.12. Personnel Policies.** The Employer reserves the right to establish, publish, and to change from time to time personnel policies, including reasonable rules and regulations governing the conduct of its employees, provided, however, that such personnel policies in conflict with the express terms of this Agreement will be negotiated separately for the bargaining unit members.

**Section 19.13. Record Keeping.** Employees covered by this Agreement may periodically be required to record their time and other pertinent employment data and to submit such records to the Employer. The Employer reserves the right to require employees to use mechanical means, such as time clocks, for such record keeping purposes.

**Section 19.14. Separability.** If any Section of this Agreement should be held by a court of competent jurisdiction to be invalid or to conflict with applicable Federal or State Law, the remainder of this Agreement shall not be affected thereby.

**Section 19.15. Veteran's Preference Claims.** It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties hereby agree that any employee whom may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determination regarding the veteran's employment status will be required to elect, in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determinations. If the employee elects to pursue his statutory remedy, the grievance concerning the Employer's employment determination shall be considered withdrawn and shall not thereafter be a subject of any further proceeding under this Agreement.

**Section 19.16. Union Literature.** The Employer shall give to each person being hired a copy of the contract and any other mutually agreed upon literature which the Union has supplied to the Employer for this purpose.

**Section 19.17. Clothing Allowance.** If employees are required to wear specific uniforms designated by the Employer, they shall either be furnished the uniform or they shall receive a clothing allowance of one hundred fifty (\$150.00) every six (6) months.

**Section 19.18. Orientation - New Employees.** In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his/her rights and responsibilities

thereunder, the Employer will allow the Local Union President or, if designated, the area Steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management and for a reasonable period.

**Section 19.19. Work Safety.** Blood borne pathogen training may be available upon request of the employee. Hepatitis B vaccines and tuberculosis testing may be available to employees at a minimal cost to the employee.

## **SCOPE OF AGREEMENT**

**Section 20.1. Waiver.** It is the interest of the parties hereto that the provisions of this Agreement shall supersede all prior agreements and understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder, or otherwise.

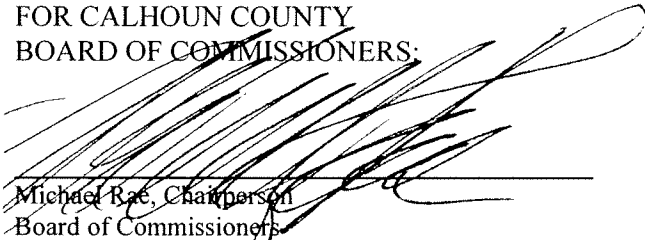
It is the specific and express intention of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to Employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter nor removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both if the parties at the time that they negotiated or signed this Agreement.

**DURATION**

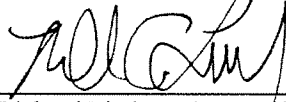
**Section 21.1. Termination.** Except as otherwise provided, this Agreement shall become effective as of January 1, 2010 and shall remain in force until 11:59 p.m., December 31, 2012. The written notices referred to in this Section shall be considered properly served by the Union if it is sent by certified mail to the Chairman of Calhoun County Board of Commissioners at the Calhoun County Building, 315 West Green Street, Marshall, Michigan 49068. The written notice referred to in this Section shall be considered properly served by the Employer if it is sent by certified mail to the Union at 3625 Douglas, Kalamazoo, Michigan 49004-3403.

The Agreement shall thereafter remain in force for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, negotiate, or change any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

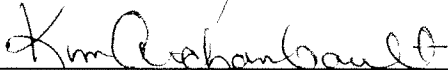
FOR CALHOUN COUNTY  
BOARD OF COMMISSIONERS:



Michael Rae, Chairperson  
Board of Commissioners



Richard Lindsey, Corporation Counsel



Kim Archambault, HR and Labor Relations Director

5/7/2010  
Date

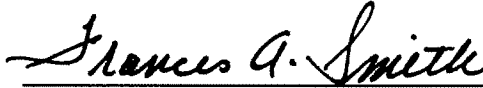
FOR CALHOUN COUNTY SUPERVISORY  
EMPLOYEES, LOCAL NO. 2431  
AFFILIATED WITH THE MICHIGAN  
COUNCIL #25, AFSCME, AFL-CIO:



Jerome S. Buchanan  
AFSCME Council 25 Representative



Sherri L. Mason, Union President



Frances A. Smith, Union Steward

6/3/2010  
Date

**APPENDIX A-1**

<b>AFSCME - County-- 2010</b>									
				<b>2010 Wage Schedule - 1% to scale +.25 pp 2, 2010</b>					
Job Type	Job Title	Department	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
MG110	Office Supv	Extension	G	13.67	14.34	15.01	15.68	16.34	17.02
MG200	Office Administrator	Prosecutor	J	16.36	17.17	17.95	18.76	19.56	20.37
MG500	Fiscal Officer	Treasurer	K	17.36	18.22	19.08	19.94	20.78	21.65
MG103	BC Bldg Supv	Bldgs & Grds	K						
MG109	Services Mgr	Communications	M	20.47	21.66	22.94	24.08	25.27	26.51
MG102	Facilities Mgr	Bldgs & Grds	P	24.17	25.20	26.23	27.26	28.31	29.34

<b>AFSCME - County-- 2011</b>									
				<b>2011 Wage Schedule - 1% to scale +.25 pp 2, 2011</b>					
Job Type	Job Title	Department	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
MG110	Office Supv	Extension	G	14.05	14.73	15.41	16.08	16.75	17.44
MG200	Office Administrator	Prosecutor	J	16.77	17.59	18.38	19.20	20.01	20.82
MG500	Fiscal Officer	Treasurer	K	17.78	18.65	19.52	20.39	21.24	22.11
MG103	BC Bldg Supv	Bldgs & Grds	K						
MG109	Services Mgr	Communications	M	20.92	22.12	23.42	24.57	25.78	27.02
MG102	Facilities Mgr	Bldgs & Grds	P	24.66	25.70	26.74	27.79	28.84	29.88

\*NOTE: \$.25 of this wage rate is dependent upon the occurrence of two events: (a) the County BOC exercising its right to limit health care payments to 85% of the premiums and other costs for the County's designated standard health care plan in 2011; and (b) the total projected "per employee" costs for the County's designated standard health care plan in 2011 increasing no more than ten percent over the same measure of costs of 2010. If either of these events does not occur, the Employer may reopen negotiations as to wages to be paid in 2011 by giving written notice of reopening to the Union prior to the beginning of pay period 2, of 2011.

<b>AFSCME - County-- 2012</b>									
				<b>2012 Wage Schedule - 1% to scale pp 2, 2012</b>					
Job Type	Job Title	Department	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
MG110	Office Supv	Extension	G	14.19	14.88	15.56	16.24	16.92	17.61
MG200	Office Administrator	Prosecutor	J	16.94	17.76	18.57	19.39	20.21	21.03
MG500	Fiscal Officer	Treasurer	K	17.96	18.84	19.72	20.60	21.45	22.33
MG103	BC Bldg Supv	Bldgs & Grds	K						
MG109	Services Mgr	Communications	M	21.13	22.34	23.66	24.82	26.03	27.29
MG102	Facilities Mgr	Bldgs & Grds	P	24.91	25.96	27.01	28.06	29.13	30.18

**LETTER OF UNDERSTANDING 2010-01**

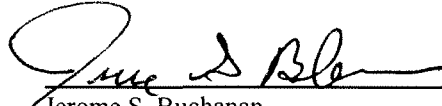
The parties agree that, as consideration for the 2010-2012 Agreement, employees shall be reimbursed twenty dollars \$20 for each mail order prescription upon providing proof of payment to the Human Resources Department.


Employees with a Flexible Spending Account for health care reimbursement are reminded that they should only submit the amount of their full payment less the twenty dollar \$20 reimbursement to their Flexible Spending Account for reimbursement.

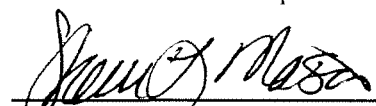
FOR CALHOUN COUNTY  
BOARD OF COMMISSIONERS:

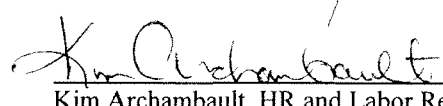
FOR CALHOUN COUNTY SUPERVISORY  
EMPLOYEES, LOCAL NO. 2431  
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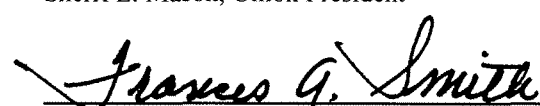
  
\_\_\_\_\_  
Michael Rae, Chairperson  
Board of Commissioners

  
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Jerome S. Buchanan  
AFSCME Council 25 Representative

  
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Frances A. Smith, Union Steward

Date

5/7/2010

Date

6/3/2010